

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel N. Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff PERLA GONZALES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

PERLA GONZALES, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

CM SCHOOL SUPPLY, INC., a California
corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. CIVSB2133207

[PROPOSED] JUDGMENT

Date: January 14, 2025
Time: 8:30 a.m.

Judge: Hon. Christian Towns
Department: S-26

1 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion") to
2 finally approve the Stipulation of Settlement of Class and PAGA Action Claims and Release of
3 Claims ("Agreement") duly came on for hearing on January 14, 2025, before the above-entitled
4 Court. The parties having settled this action and the Court having entered an Order Granting Final
5 Approval and good cause appearing therefore,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement only. The
8 "Class" or "Class Members" is defined as all non-exempt employees who are or previously were
9 employed by Defendant and performed work in California during the period of December 1, 2017
10 through January 23, 2024. The "Class Period" is defined as the period of December 1, 2017 through
11 January 23, 2024.

12 2. The "Settlement Class" or "Settlement Class Members" means all Class Members
13 who did not submit a timely and valid request for exclusion as provided in the Agreement.

14 3. Except as set forth in the Agreement, the Order Granting Final Approval of Class
15 and PAGA Action Settlement and this Judgment, Plaintiff, the Settlement Class Members, and
16 Aggrieved Employees shall take nothing in the Action. Each party shall bear its own attorneys' fees
17 and costs, except as otherwise provided in the Agreement, the Order Granting Final Approval of
18 Class and PAGA Action Settlement and in this Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendant as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as the release from the Class Members of all class claims
28 that were alleged, or reasonably could have been alleged in the operative complaint in the Action,

1 which occurred during the Class Period, and expressly excluding all other claims, including claims
2 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
3 workers' compensation, and class claims outside the Class Period.

4 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
5 Labor and Workforce Development Agency ("LWDA"), and the State of California, have released
6 the Defendant from the "Released PAGA Claims" for the "PAGA Period" as set forth in the
7 Agreement.

8 As used in paragraph 7 above, the quoted terms have the meanings set forth below:
9 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
10 employed by Defendant and performed work in California during the PAGA Period. The PAGA
11 Period means the period of September 24, 2020, through January 23, 2024. The Released PAGA
12 Claims are defined as all PAGA claims alleged in the operative complaint in the Action and
13 Plaintiff's PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly
14 excluding all other claims, including claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
16 outside the PAGA Period.

17 8. This Court hereby grants final approval and awards the following: (i) One Hundred
18 and Twenty Thousand Dollars and Zero Cents (\$120,000.00) to Class Counsel, which is comprised
19 of Attorneys' Fees in the amount of one-third of the Gross Settlement Amount, or One Hundred
20 Thousand Dollars and Zero Cents (\$100,000.00), and Attorneys' Expenses in the amount of Twenty
21 Thousand Dollars (\$20,000.00); (ii) the Enhancement Award to Class Representative Perla
22 Gonzales in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Settlement
23 Administration costs of Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00) to Apex
24 Class Action, LLC ("Settlement Administration Costs"); (iv) Seven Thousand Five Hundred Dollars
25 and Zero Cents (\$7,500.00) (75% of the PAGA Payment) to the Labor and Workforce Development
26 Agency ("LWDA Payment"); and (v) Two Thousand Five Hundred Dollars and Zero Cents
27 (\$2,500.00) (25% of the PAGA Payment) to be distributed pro rata to the Aggrieved Employees.

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1 9. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**
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7 DATED: _____, 2025
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11 Hon. Christian Towns
12 Judge, Superior Court for the State of California,
13 County of San Bernardino
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